

**AUTHORIZED FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY
SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES**

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software

Microcomputers

Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR APPLICATION SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of Related Automated News, Data, or Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**General Services Administration
Federal Acquisition Service**

TopVue Defense, Inc. 1486 Legend Hills Drive, Suite 300, Clearfield, UT 84015 (801) 825-7100; Fax: (801) 825-7122 www.topvue.com
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Contract Number: GS-35F-0447U

Period Covered by Contract: June 17, 2008 thru June 16, 2013

General Services Administration
Federal Acquisition Service

Pricelist current through Modification _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Table of Contents

	<u>Page</u>
Information for Ordering Activities	3
Terms & Conditions Applicable to Perpetual Software Licenses (132-33) and Maintenance (132-34) of General Purpose Commercial Information Technology Software	10
Terms & Conditions Applicable to Purchase of Training Courses (132-50)	13
Terms & Conditions Applicable to Purchase of IT Professional Services (132-51)	15
Pricing List for Perpetual Software (132-33)	19
Pricing List for Software Maintenance (132-34)	21
Pricing List for Training Courses (132-50)	22
Pricing List for IT Professional Services (132-51)	23
Labor Category Education and Skill Matrix and Substitutions	23
Labor Category Descriptions	23
USA Commitment to Promote Small Business Participation Procurement Programs	26
Blanket Purchase Agreements	27
Basic Guidelines for Using Contractor Team Arrangements	29

<p style="text-align: center;">INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</p>
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SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ On-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™, and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

The services offered through **TopVue Defense, Inc.** schedule are available in the 50 states in the US, as well as Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

- a. For computer-to-computer EDI orders, the contact person is:

Craig Merritt, cmerritt@topvue.com
TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste 300
Clearfield, UT 84015

- b. For orders by facsimile transmission, the contact person is:

Ms. Lydia Pair, Contract Specialist
Fax Number: (801) 825-7122

- c. For mailed orders, the address is:

TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste 300
Clearfield, UT 84015

- d. Contractor's Remittance Address:

TopVue Defense, Inc.
Attn: Accounts Receivable
P.O. Box 1675
Layton, UT 84041

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance:

(801) 825-7100

Contracts Department

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **12-930-4718**

Block 30: Type of Contractor – **Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **75-3037092**

4a. CAGE Code: **3FB91**

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-50, 132-51

As Negotiated by Agency and Contractor

132-33, & 132-34

30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% - 30 days from receipt of invoice

b. Quantity: None

c. Dollar Volume: None

d. Government Educational Institutions are offered the same discount as all other Government customers

e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting

information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Other Direct Costs (ODCs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Any overseas or international relocation support might require an adjustment to accommodate Local taxes, duties, and/or State Department based salary differentials.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.topvue.com

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. See the pricing section of this pricelist for warranty information.

Limited Warranty: TopVue Defense, Inc. (Licensor) warrants, for a period of twelve (12) months from inception of the license hereunder and for Licensee's benefit alone, that the Licensed Software conforms in all material respects to its functional specifications as published from time to time by Licensor in the user documentation and as set forth in any related governing standards supported by the Licensed Software. This warrant does not pertain to any nonconformity resulting from Licensee's misuse, improper use, alteration of or damage to, the Licensed Software, or Licensee's combining or merging the Licensed Software with any hardware or software not supplied or identified as compatible by Vendor.

Licensor also warrants that, for a period of twelve (12) months from the date of original receipt by Licensee, the media on which the Licensed Software is delivered and the user documentation shall be free from material defects provided that the media and user documentation are not modified or misused by Licensee in any way after receipt. Media or user documentation misplaced or destroyed by Licensee will be replaced by Licensor provided Licensee pays a fee to cover attendant costs.

Licensor warrants that, to the best of its knowledge and belief, it has the right to grant the license contemplated hereunder and that the Licensed Software does not infringe upon the proprietary rights of third-parties.

Licensor is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements. The foregoing warranties shall apply only to the most current version of the Licensed Software issued to Licensee by Licensor. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Software.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is (801) 825-7100 and is available from 8:00 AM to 5:00 PM MST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
 - 1. Software telephone assistance: IT Response Center engineers work with customers' system managers and operators to resolve problems with software products and supported non-TopVue applications. The customer may call telephone support during normal business hours 8:00 AM to 5:00 PM (MST). Sophisticated remote support tools enable TopVue engineers to link directly to the customers' environments to expedite the problem-solving process. Customers may also submit support questions to the TopVue Response Center Engineers online via the IT Resource Center.
 - 2. Software Updates: Software updates include known defect corrections and functional and performance improvements. Customers also receive up-to-date TopVue software manuals. Software updates may be requested electronically via the company's IT Resource Center. Online support enables the customer's information technology staff to quickly locate essential product and support information.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERPETUAL SOFTWARE LICENSES (132-33) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-33 AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. – None

<p style="text-align: center;">TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)</p>

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)
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1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the

order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

PRICING LIST FOR PERPETUAL TOPVUE SOFTWARE LICENSES – SIN 132-33

Tiers	Concurrent Users	Core Module CDRLvue	(Column 1) +CMvue	(Column 2) +PMvue	(Column 3) +Riskvue	(Column 4) +ILSvue	(Column 5) +Shieldvue
		(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
T1	5	\$49,001	\$88,201	\$122,502	\$147,002	\$171,503	\$196,003
T2	10	\$78,401	\$141,122	\$196,003	\$235,204	\$274,404	\$313,605
T3	25	\$140,002	\$252,004	\$350,006	\$420,007	\$490,008	\$560,009
T4	50	\$224,004	\$403,206	\$560,009	\$672,011	\$784,012	\$896,014
>50	Contact TopVue for quote for license price for users greater than 50						

TopVue has developed nine different Commercial of the Shelf (COTS) solutions to support government acquisition. Six of these are proposed to GSA under the General Purpose Commercial Information Technology Equipment, Software, and Services (Schedule 70) Contract. Brief descriptions of these six software products are given below.

CDRLvue starts with the initial Data Calls - managing the process of gathering data requirements, hosting the necessary Data Requirement Review Boards (DRRB), to implementing the approved CDRL list based on the DRRB outcome. Once the approved CDRL list is available, contract vendors can actually submit data against the CDRLs via online secure contractor portals, each of which fully enforces Organizational Conflict of Interest (OCI) security restrictions. After CDRL upload, CDRLvue's business rule engine takes action based on the type of data that's submitted, and the level of review and acceptance dictated via Form 1423. Pre-defined approval routings are launched for this process, with the appropriate users being notified via email and directed to review and approve the attached submittal as appropriate. When submittals are approved with comments or rejected, automatic re-submittance dates are established and added to the program calendar. CMvue follows the intent of DOD5010.12M.

CMvue module manages the identification of program elements, such as: system identifiers, drawings, parts, software items, and change documents of requests, orders, proposals, etc. Each of these is identified with standard attributes of number, vendor, name, revision, and status, and other attributes of data which may be customized to meet the needs of the organization. The real power of CMvue lies in the ability to manage the data inter-relationships. Specifications are related to the hardware and software that they describe, drawings are related to their part numbers, and change documents are related to their affected items. The result is complete trace-ability throughout a program's configuration data, allowing engineers, planners, and program managers to easily locate the information they need - just by following the data trail. CMvue puts that data as close as your web browser. CMvue follows the intent of MIL-HDBK-61

PMvue gathers program documentation, meeting details, action item tasking, and provides access to all of these via standard web browser to authenticated users. PMvue enables creating project 'work-rooms', which provide a single location to post program documents. PMvue includes an Integrated Program Calendar - displaying all date-based activity in a single calendar, which can be filtered by activity type, activity category, and other attributes. Prior CDRL submittals, upcoming submittals scheduled, meetings, action item due dates, and contract milestones - all can be viewed via PMvue's integrated calendar, from

which the user can drill-down on a given activity to see related information. And to prevent potential problems from escalating, PMvue's calendar can also indicate missed due dates with red alert flags for increased visibility. Any program members with proper security credentials shall have access to "up-to-the-minute" program data via their desktop. And if an item needs to be released from the work-room to the general PMvue users, that is easily accomplished as well.

RiskVue identifies risks by customizable attributes, including name, status, contractor, risk owner, IPT, and others. Once identified, users select risks that they want to appear on their Risk Watchlist - a quick snapshot of their most critical risks and their current details. Overall risk factors are calculated based on user-defined rules utilizing Probability and Severity parameters - and based on overall risk factor, emails are sent to the appropriate people, and review processes are automatically generated to route the risk for review and mitigation planning. The true difference between RiskVue and conventional risk management applications lies in the power to include risk data as a component of an integrated business environment - where risks are an added component to the overall program data picture. Related system components (configuration items, hardware, and software) are associated to the corresponding risks so that a complete understanding of baseline impact occurs during the risk planning process. RiskVue follows the intent of Defense Acquisition University standards for risk management.

ILSvue is designed to manage the integrated logistics support (ILS) data for a system under acquisition or sustainment. The module promotes system life cycle collaboration of logistics information from the inception of a program in the data call to the fielding and sustainment of the acquired system. During the acquisition of a system, logistics engineers track and compile the logistics documentation, culminating in data and electronic files needed to maintain technical repair and maintenance manuals. ILSvue tracks the relationships of an End-items's unique identifier (UID) and technical manual to its spare parts lists, figures needed for repair, structured data files, maintenance operations, and other logistics documentation. Spare part interoperability and roll up is assured via exports in a structured data tagged to enable the movement of data to supply systems.

ShieldVue (System Home for Installation Protection Engineering and Logistics Data) is the only commercial-off-the-shelf product that offers "Families of Systems" (FoS) management capability, to include the engineering and logistics data management of these protection systems. ShieldVue also supports crisis planning and program data management of other facilities, such as commercial industry and schools at state and local levels. ShieldVue provides an integrated data environment for a site commander or a crisis coordinator to plan and manage a strategy and a program for physical site protection and crisis response planning against weapons of mass destruction attacks. The off-the-shelf capabilities are designed to support a particular installation's integrated Chemical, Biological, Radiological and Nuclear (CBRN) protection and response data management objectives.

PRICING LIST FOR ANNUAL MAINTENANCE OF SOFTWARE – SIN 132-34

Tiers	Concurrent Users	Core Module CDRLvue	(Column 1) +CMvue	(Column 2) +PMvue	(Column 3) +Riskvue	(Column 4) +ILSvue	(Column 5) +Shieldvue
		(Column 1)	(Column 2)	(Column 3)	(Column 4)	(Column 5)	(Column 6)
T1	5	\$9,800	\$17,640	\$24,500	\$29,400	\$34,301	\$39,201
T2	10	\$15,680	\$28,224	\$39,201	\$47,041	\$54,881	\$62,721
T3	25	\$28,000	\$50,401	\$70,001	\$84,001	\$98,002	\$112,002
T4	50	\$44,801	\$80,641	\$112,002	\$134,402	\$156,802	\$179,203
>50	Contact TopVue for quote for maintenance price for users greater than 50						

The cost of the Annual Software Maintenance Fee is determined by the software tier and number of modules previously purchased. Software maintenance includes technical support by telephone, e-mail, and Internet; and entitles the customer to all software updates, corrections, and new releases during the period the product support subscription is in effect.

PRICING LIST FOR TOPVUE TRAINING COURSES – SIN 132-50

Title of Course: Basic User Training	Length of Course (# of Hrs/Days): 3 Days
GSA Price of Course: \$14,810	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue Basic User training course covers the following topics in a three day session: general user navigation; TopVue module feature usage; data insert/edit/delete functions; data searching and reporting; user community and security; data collaboration with action items, meetings and calendars. Basic User training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

Title of Course: Advanced User Training	Length of Course (# of Hrs/Days): 2 Days
GSA Price of Course: \$9,874	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue Advanced User training course covers the following topics in a two day session: general user navigation; business rule engine feature usage; basic workflow insert/edit/delete functions; document management and vaulting, advanced data searching and reporting. Advanced User training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

Title of Course: Routings Advanced Training	Length of Course (# of Hrs/Days): 4 Days
GSA Price of Course: \$19,747	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue Routings Advanced User training course covers the following topics in four day session: general user navigation; routing set up of roles, offices, actions; routing template editor including invitee sequences; routing propagation rules; email notifications; comments gathering and adjudication; functional routing use cases. TopVue Routing Advanced training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

Title of Course: System Administration Training	Length of Course (# of Hrs/Days): 3 Days
GSA Price of Course: \$14,810	Minimum Number of Participants: 1 or Many
Description of Class: The TopVue System administration training course covers the following topics in a three day session: general user navigation; user set up and security groups; account requests; community set up for file cabinets, folders, homepages; distribution lists; user proxy; program folder management. TopVue System Administration training is conducted by a TopVue instructor with hands on exercises and training materials provided.	

PRICING LIST FOR IT PROFESSIONAL SERVICES – SIN 132-51

OFF-SITE RATES

CLIN	Labor Category	Labor Rates for Period of Performance
		6/16/2008 to 06/15/2008
001	Product Specialist	\$148.86
002	Program Manager II	\$115.65
003	Sr. Software Engineer/Programmer Analyst II	\$114.55
004	Software Engineer/Programmer Analyst I	\$94.18
005	Software Engineer/Programmer Analyst II	\$85.85
006	Jr. Software Engineer/Programmer Analyst I	\$73.77
007	Jr. Software Engineer/Programmer Analyst II	\$63.00

Labor Category Education and Skill Matrix with Substitution

CLIN	Labor Category	Required Education & Experience	Substitution
001	Product Specialist	BA/BS +10	MA/MS + 8
002	Program Manager II	BA/BS + 10	MA/MS + 8
003	Sr. Software Engineer/Programmer Analyst II	BA/BS + 10	MA/MS + 8
004	Software Engineer/Programmer Analyst I	BA/BS + 6	MA/MS + 4 or AA + 8
005	Software Engineer/Programmer Analyst II	BA/BS + 4	MA/MS + 2 or AA + 6
006	Jr. Software Engineer/Programmer Analyst I	BA/BS + 2	MA/MS + 0 or AA + 4
007	Jr. Software Engineer/Programmer Analyst II	BA/BS + 0	AA + 2

Labor Category Description

Product Specialist		001
Functional Responsibility	<ul style="list-style-type: none"> Plans, directs, coordinates, and controls technical and administrative activities for several programs or one large program. Supervises program managers in the execution of their assigned duties. Reviews and maintains quality of technical work done on the program. Makes technical judgments and provides advice on the resolution of technical problems. 	
Minimum Education	BA/BS in Technical Field	
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> supervision of technical program execution, executive management, work planning, control of budget, schedule, and task execution, contract & subcontract management, personnel management and supervision. 	

Program Manager II		002
Functional Responsibility	<ul style="list-style-type: none"> Plans, directs, coordinates, and controls technical and administrative activities for an entire program. Supervises task managers in the execution of their assigned duties. Reviews and maintains quality of technical work done on the program. Makes technical judgments and provides advice on the resolution of technical problems. 	
Minimum Education	BA/BS in Technical Field	
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> system engineering, requirements definition, work planning, control of budget, schedule, and task execution, contract & subcontract management, personnel management and supervision. 	

Sr. Software Engineer/Programmer Analyst II		003
Functional Responsibility	<ul style="list-style-type: none"> Designs, modifies, develops, writes and implements software programming applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Coordinates work teams. Provides technical support to project team members. 	
Minimum Education	BA/BS in Technical Field	
Minimum/General Experience	10 years or more directly related experience including <ul style="list-style-type: none"> system engineering, programming and coding, analysis and problem solving, 	

Software Engineer/Programmer Analyst I		004
Functional Responsibility	<ul style="list-style-type: none"> Designs, modifies, develops, writes and implements software programming applications. Participates in the testing process through test review and analysis, test witnessing and certification of software. Coordinates work teams. Provides technical support to project team members. 	
Minimum Education	AA in Technical Field	
Minimum/General Experience	6 years or more directly related experience including <ul style="list-style-type: none"> system engineering, programming and coding, analysis and problem solving, 	

Software Engineer/Programmer Analyst II		005
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members. 	
Minimum Education	AA in Technical Field	
Minimum/General Experience	4 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving, 	

Jr. Software Engineer/Programmer Analyst I		006
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members. 	
Minimum Education	AA in Technical Field	
Minimum/General Experience	2 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving, 	

Jr. Software Engineer/Programmer Analyst II		007
Functional Responsibility	<ul style="list-style-type: none"> • Designs, modifies, develops, writes and implements software programming applications. • Participates in the testing process through test review and analysis, test witnessing and certification of software. • Coordinates work teams. • Provides technical support to project team members. 	
Minimum Education	AA in Technical Field	
Minimum/General Experience	0 years or more directly related experience including <ul style="list-style-type: none"> • system engineering, • programming and coding, • analysis and problem solving, 	

USA Commitment to Promote Small Business Participation Procurement Program

PREAMBLE

TopVue Defense, Inc provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste 300
Clearfield, UT 84015
POC: Bill Farr, (801) 825-7100, (801) 825-7122 (Fax), bfarr@topvue.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE
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TopVue Defense, Inc.
1436 S. Legend Hills Dr., Ste 300
Clearfield, UT 84015

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract.

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”
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Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.